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RECENT CASES.

BANKS AND BANKING.—STATE SAVINGS DEPOSITORS' BANK OF DETROIT V. FOSTER, 76 N. W. 499 (Mich.).—One State bank allowed another to draw on it up to a certain sum. In return it took certificates of deposit for that sum. *Held*, Montgomery dissenting, that the first bank was not entitled to share in the proceeds of an assessment of shareholders for the benefit of "depositors."

BANKS—SALE OF STOCK.—MERCHANT'S NAT. BANK OF ROME V. FOCHE, 31 S. E. 87 (Ga.).—The capital of a national bank becoming impaired, an assessment of 25 per cent. was levied in accordance with R. S. 5205 to make up the deficiency. One of the shareholders refused to pay and his stock was in accordance with the Statute put up at auction. The highest bid was less than the amount of the call and the bank refused to deliver the shares. *Held*, in a suit by the bidder to compel the delivery that the law makes the amount due by each delinquent stockholder under an assessment on his stock an upset price which it must bring when sold under the provisions of the Statute. This construction of the Statute follows that of the Comptroller of the Currency under the present and last preceding administration.

BILLS—NOTES—PARTNERSHIP OR INDIVIDUAL LIABILITY.—MEYER V. HEGLER, 54 Pac. (Cal.) 271.—One J., of the firm of H. and J., executed to plaintiff a note in renewal of a former note, in the same form, but the name of the maker and the firm's endorsement were written by J. The original note was taken by plaintiff for a check given by him to J. and used in paying the firm's debts, it having been represented to plaintiff that the money was for the use of the firm. The loan actually was to pay J.'s share of the indebtedness, but plaintiff was not told this. *Held*, three judges dissenting, that nevertheless it was not a loan to the firm, so as to make it liable on the note otherwise than as an endorser.

CONTRACTS—PERFORMANCE—RESCISSION—THOMAS V. GAGE, 51 N. E. R. (N. Y.) 307.—A contract for a monument on defendant's cemetery lot, stipulated that defendant should "have privilege of inspecting said monument when finished, and if not satisfactory it shall be made so without additional expense." It further provided that defendant should have right to inspect model when made in clay, which was also to be to his satisfaction. The clay model met with approval of defendant, but when produced in plaster defendant found fault and expressed his opinion that it would be impossible for the contractors to suit him, and declared the contract rescinded. In an action for damages for breach of said contract, the defence alleged, failure to perform, and a verdict was directed for the defendant, although the plaintiff produced proof of damages. *Held*, that such direction was erroneous, as the contract was ratified, so far as the work had progressed, by the opportunity given defendant to examine the model in clay. On his being satisfied therewith, his rights to interfere with the further performance ceased.

CARRIERS—COMPULSORY TRANSFERS—AUTHORITY OF CITY—CITY OF ATLANTA V. OLD COLONY FRUIT CO. ET AL, 88 Fed. Rep. 859.—Held, under the

constitution of the State of Georgia, that a city has no authority to impose a compulsory system of passenger transfer upon a street railway company, 83 Fed. affirmed.

CARRIERS.—INJURY TO PASSENGERS.—ESCORT.—*JOHNSON v. SOUTHERN RY. CO.*, 31 S. E. 212. (S. C.).—"A female holding a ticket entitling her to transportation as a passenger on a railroad train, if feeble, or incumbered with heavy baggage or other impediments, is entitled to have assistance in boarding the train; and if the same is not afforded her by the railroad officials or servants, her husband or other escort may render her the necessary assistance, and is entitled to a reasonable time to leave the train before it is put in motion. Where a husband was rendering this assistance, but had not time to leave the train, it only stopping half a minute because it was late, and where the conductor had notice after the train had started that plaintiff wished to leave the train, the plaintiff was allowed to recover for injuries incurred while leaving the train.

CONSTITUTIONAL LAW.—EQUAL PROTECTION OF THE LAW.—*PLUMBERS' LICENSES.—STATE EX REL. WINKLER v. BENZENBERGER, ET AL.* COMMISSIONERS OF PUBLIC WORKS.—A law requiring that master and journeymen plumbers must be examined and licensed before they can engage in the business of plumbing, provided that the examining or licensing of one member of a firm, or the manager of a corporation doing a plumbing business, should satisfy the requirements of the Statute. *Held*, that the law was unconstitutional as denying to plumbers doing business alone the equal protection of the law. For a recent Ohio case to the same effect see *YALE LAW JOURNAL*, vol. VIII, page 56.

CONSTITUTIONAL LAW.—INTERFERENCE WITH INTERSTATE COMMERCE.—CONVICTS.—*PEOPLE v. HAWKINS*, 51 N. E. Rep. (N. Y.) 257. Laws 1896, C. 931, make it a misdemeanor to sell or expose for sale goods made in any prison, without labeling them "Convict made," with the year and name of prison. *Held*, that this Statute as applied to articles made without the State, is void, as violating Const. U. S., Art. 1, § 8, subd. 3, empowering Congress to regulate commerce among the States.

Parker, C. J., and Bartlett and Haight J. J., dissented on the ground that such Statute was within the police power of the State to promote public welfare and prosperity. *Cf. YALE LAW JOURNAL*, 44,

CONSTITUTIONAL LAW.—INTERNAL REVENUE ACT OF 1898.—SALES ON BOARD OF TRADE—*NICOLL v. AMES*, 89 Fed. Rep. 144—Schedule A, ¶ 2 of the Internal Revenue Act of 1898, imposes a tax upon each sale, agreement of sale, or agreement to sell, any products or merchandise at any exchange, or board of trade, or other similar place, and requires, upon the making of any such sales or agreement, the delivery by the seller to the buyer of a written bill or memorandum, to which shall be affixed stamps in value equal to the amount of the tax. *Held*, that such an act fell within Section 8, Art. I, of the Constitution of the United States, giving Congress power "to lay and collect taxes, duties, imports, and excises, to pay the debts and provide for the common defense and general welfare of the United States; but all duties, imports and excises shall be uniform throughout the United States." But such a tax is not in violation of the rule of uniformity, for, it being limited to sales made at an exchange, board of trade, or similar place, is in effect a tax upon the privilege of selling at such places, graduated according to the use made of such privilege, and not upon either the document required, the product sold, or the occupation, aside from such privileges.